

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BUTTE DIVISION**

* * * *

YAN ZHU,

Plaintiff,

vs.

**HIGH ALTITUDE LLC, a
NEVADA LIMITED LIABILITY
COMPANY, LINGTAO ZHANG,
and JOHN DOES 1-5.**

Defendants.

CAUSE NO. CV-22-27-BU-DLC-JTJ

**DEFAULT JUDGMENT AND
FORECLOSURE DECREE**

Having reviewed the Application for Default Judgment filed by Plaintiff Yan Zhu (“Zhu”), Judgment is entered as follows:

JUDGMENT

A money judgment is entered against the Defendants High Altitude LLC (“High Altitude”) and Lingtao Zhang (“Zhang”) in the amount of Nine Hundred Seventy-three Thousand One Hundred Ninety-seven Dollars and 27/100 (\$973,197.27) as of November 30, 2022:

I. Secured Guaranty Loan/Deed of Trust

- a. Unpaid principal in the amount of Seven Hundred Twenty-Five Thousand Dollars and 0/100 (\$725,000.00);
- b. Unpaid amounts advanced by Plaintiff on July 26, 2021, to pay outstanding taxes in the amount of Twenty Thousand Seventeen Dollars and 34/100 (\$20,017.34);
- c. Accrued interest through November 30, 2022, at the rate of ten percent (10%) per annum calculated on an actual/360 basis in the amount of Two Hundred Seventeen Thousand Two Hundred Fourteen Dollars and 87/100 (\$217,214.87);
- d. Less amounts paid by Defendants which were applied to accrued interest, in the amount of Seventy-Two Thousand Five Hundred Dollars and 0/100 (\$72,500.00).

II. Costs and Fees

- a. Reasonable attorney fees and costs through November 30, 2022, in the amount of:
 - 1. \$15,028.50 for services provided by the office of Cotner Ryan Law, PLLC.
 - 2. \$11,166.25 for services provided by the office of Christensen Prezeau, PLLP.

3. \$41,850.00 for services provided by the office of Zhong Lun Law Firm.

b. Costs through November 30, 2022, in the amount of \$7,311.56.

c. Future fees for work related to sale of property; determining bid, property documents, travel, conduct and return from sale, and past sale issue \$7,500.00.

d. Future costs:

- | | | |
|----|--|----------|
| 1. | Travel to Bozeman, Montana:
(207 miles x 2) | \$258.75 |
| 2. | Foreclosure sale: | \$175.00 |
| 3. | Legal advertisement: | \$175.00 |

III. Post-Judgment Interest. Interest shall accrue on the total monetary judgment from the date it is entered at ten percent (10%) per annum, or at the per diem rate of \$266.62939.

FORECLOSURE DECREE

It is further ordered and adjudicated against all Defendants as follows:

I. Real Property. The Real Property referenced herein at 132 Madison Ave, West Yellowstone, MT 59758, and 140 Madison Ave, West Yellowstone, MT 59758 , more specifically described as follows:

Lot 5 in Block 27 of the Townsite of West Yellowstone, Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana (Plat Reference: B-47)

Also shown as:

Lot 5 in Block 27 of a Retracement Survey of Block 27 of the Townsite of West Yellowstone, Gallatin County, Montana, and the survey of Lots 1, 2, and 5, thereof, according to the official plat thereof on file and of Case 2:22-cv-00027-BMM-JTJ Document 1 Filed 04/04/22 Page 3 of 15 record in the office of the County Clerk and Recorder of Gallatin County, Montana (Plat Reference: B-47-N).

- II. Foreclosure of Deed of Trust. The Deed of Trust and Assignment of Rents dated October 28, 2019, is declared to be a valid first lien on the Real Property and the same is ordered to be foreclosure. The Real Property shall be sold by Order of Sale by the United States Marshal at a public sale in the manner provided by Montana law.

The proceeds of the sale allowed under this Judgment will be applied first to pay the costs of sale, second to pay sums owed to Zhu as the first position judgment creditor, and if there is surplus, to pay such surplus to junior creditors, if any. Any such surplus will be deposited with the Clerk of Court in the County that conducted the sale for further disposition.

- III. Foreclosure of Rights. Defendants and all persons claiming under them subsequent to the execution of Zhu's Deed of Trust, either as purchasers, encumbrances or otherwise, are hereby barred and foreclosed of all rights or

claims in the same premises an each party thereof, save and except the right of redemption.

- IV. Deficiency Judgment. If the proceeds from said sale are insufficient to pay the amount due on the Judgment, Zhu shall have a deficiency judgment against Defendants. Such deficiency judgment, if any, shall be established by Zhu filing a Partial Satisfaction of Monetary Judgment.
- V. Plaintiff can purchase. Zhu or any other party to this action may become a purchaser at said sale. Zhu shall be permitted to submit a bid in the form of a credit bid up to the amount of the monetary judgment with accrued interest owed through the date of sale.
- VI. Certificate of Sale. Upon sale of the real property, the United States Marshal shall give the purchaser a Certificate of Sale containing (a) a particular description of the Real Property sold; (b) the price bid for the Real Property; (c) the whole price paid; and (d) a statement that the property is subject to redemption. A duplicate of such certificate shall be filed by the Marshal and the office of the County Clerk.
- VII. Deed. Following the expiration of the period of redemption, the Marshal shall execute and deliver to the purchaser or his assigns a deed to the Real Property.
- VIII. Possession. The purchaser is entitled to possession of the Real Property during the redemptive period as set forth in Montana law.

IX. Redemption. Defendants, the judgment debtor, or the judgment debtor's successor in interest in the whole or any part of the Real Property, or any creditor having a lien on the Real Property sold shall have the right of redemption as provided by Montana law.

DATED this 1st day of February, 2023.



CLERK OF DISTRICT COURT

By: Maei Orthman
Clerk of Court